

## **PROPOSAL PACKAGE**

**CC-YELL500-14**

*Department of the Interior*

National Park Service  
Yellowstone National Park

**Proposal to Operate  
Guided Interpretive Oversnow Vehicle Tours and Skiers Camp  
within  
Yellowstone National Park**

### PROPOSAL SUBMISSION TERMS & CONDITIONS

- 1) The Offeror's Transmittal Letter set forth below indicates your acceptance of the terms and conditions of the concession opportunity as set forth in this Prospectus. It indicates your intention to comply with the terms and conditions of the Contract. **The letter, submitted without alteration except as indicated, must bear original signatures and be included in the Offeror's Proposal Package.** The National Park Service (Service) will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this Prospectus. If not, your proposal may be considered non-responsive, even though you submitted an unconditional Offeror's Transmittal Letter.
- 2) The Proposal Package is drafted upon the assumption that an Offeror is the same legal entity that will execute the new concession Contract as the Concessioner. If the entity that is to be the Concessioner is not in existence as of the time of submission of a proposal, the proposal must demonstrate that the individual(s) or organization(s) (hereinafter Offeror-Guarantor) that intends to establish the entity that will become the Concessioner has the ability and is legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Contract. In addition, the Offeror-Guarantor must unconditionally state and guarantee in its proposal that the Offeror-Guarantor will provide the Concessioner with all funding, management, and other resources that the Draft Contract requires and the proposal offers.
- 3) This Prospectus consists of a solicitation for the award of one (1) Concession Contract.
- 4) A stronger offer includes firm commitments for detailed actions rather than conditional commitments or broad philosophical statements. Offerors will not receive credit in the evaluation process for mere statements of intent (e.g., Offeror will strive to X, Offeror will explore Y, or Offeror hopes to do Z). If an offer contains a commitment to take an action, but does not indicate when in the Contract term the action will occur, and that offer is subsequently awarded the Contract, the Service may incorporate the commitment to take the action into the final Contract and require it to take place whenever the Service deems appropriate. Qualifications on offers (such as, "if the cost is feasible"), other than subjecting them to Service approval, will be interpreted as nullifying the offer.

**OFFEROR'S TRANSMITTAL LETTER**

To:

Regional Director  
Intermountain Region  
12795 W Alameda Pkwy  
Lakewood, CO 80228

Dear Director:

This Proposal Package is for Guided Interpretive Oversnow Vehicle Tours and Skiers Camp currently authorized by Concession Contract number CC-YELL500-14.

The name of the Offeror is \_\_\_\_\_. If the Offeror has not yet been formed, this letter is submitted on its behalf by \_\_\_\_\_ as Offeror-Guarantor(s), who guarantee(s) all certifications, agreements and obligations of Offeror hereunder and make(s) such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror hereby agrees to provide visitor services and facilities within Yellowstone National Park in accordance with the terms and conditions specified in the Draft Concession Contract CC-YELL500-14, (Draft Contract) provided in the Prospectus issued by the public notice as listed in the Federal Business Opportunities ([www.fedbizopps.gov](http://www.fedbizopps.gov)), and to execute the Draft Contract without substantive modification (except as may be required by the National Park Service pursuant to the terms of the Prospectus and the Offeror's Proposal). If the Offeror is not yet in existence, the undersigned, acting as guarantor(s) of all certifications, agreements and obligations of Offeror hereunder, makes such certifications, agreements and obligations individually and on behalf of the Offeror.

The Offeror is enclosing the required "PROPOSAL" which, by this reference, is made a part hereof.

The Offeror certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Offeror to criminal penalties under 18 U.S.C. 1001. The Offeror agrees to meet all the minimum requirements of the Draft Contract and the Prospectus. The Offeror certifies that it has provided all of the mandatory information specified in the Prospectus.

The Offeror certifies in accordance with 2 C.F.R. Part 1400 the following:

- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- Within the three years preceding submission of the Proposal, none of the individuals or entities acting as Offeror or with an ownership interest in the Offeror has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
- None of the individuals or entities acting as Offeror or with an ownership interest in the Offeror is presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.

- The individuals or entities acting as Offeror or with an ownership interest in the Offeror have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.
- The individuals or entities seeking participation in this Concession Contract have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the Proposal.

The Offeror, by submitting this Proposal hereby agrees, if selected for award of the Draft Contract:

- 1) To the minimum requirements of the Prospectus as identified in Part A of this Proposal Package.
- 2) To complete the execution of the final Concession Contract within the time provided by the National Park Service when it presents the contract for execution.
- 3) To commence operations under the resulting Concession Contract on the effective date of the Concession Contract.
- 4) To operate under the current National Park Service approved rates until such time as amended rates may be approved by the National Park Service.
- 5) [Include only if the Offeror is not yet in existence.] To provide the entity that is to be the Concessioner under the Draft Contract with the funding, management, and other resources required under the Draft Contract and/or described in our Proposal.
- 6) [Include only if the Offeror is a business entity, rather than an individual] To deliver to the Regional Director within 10 days following the announcement of the selection of the Offeror as the Concessioner, current copies of the following:
  - Certificate from its state of formation indicating that the entity is in "good standing" (if such form is issued in that state for Offeror's type of business entity);
  - Governance documents of Offeror (e.g. Articles of Incorporation and By-Laws for corporations; Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
  - If the business entity was not formed in the State of Wyoming, Montana, or Idaho, evidence that it is qualified to do business in Wyoming, Montana, and/or Idaho.
- 7) To provide to the National Park Service, within seven (7) calendar days after receiving notification that it has been selected for award, the following information for each of its proposed Subconcessioner(s):
  - The Subconcession Agreement(s) between the Subconcessioner and the Concessioner, and any other documentation of the business arrangement between the Concessioner (Prime) and Subconcessioner.
  - Certification that the Subconcessioner agrees to meet the minimum requirements of the Draft Contract and its Exhibits related to the services it is providing under the Draft Contract.
  - A completed Business Organizational Information Form 1 or 2, as applicable (Principal Selection Factor 3)
  - A Completed Business History Information Form (Principal Selection Factor 4, Subfactor 4a)
  - A Current Credit report, as described in Principal Selection Factor 4.
  - Documentation of the Subconcessioner's personal property and any start-up costs to be used by the Subconcessioner and any planned asset acquisition, including appropriate financing by the Subconcessioner, using the forms provided for the Prime in Principal Selection Factor 4a, 4b and 4c.

- Documentation of the Subconcessioner's experience in providing the services it will provide under the Contract.
- A List of Infractions. Identify all Infractions issued by a federal, state or local regulatory agency in the last five years. DO NOT submit copies of the Infraction report. Please list the infractions in a tabular format, and provide the following:
  - o The basis for the Infraction
  - o The federal, state, and local regulatory agency that issued the Infraction
  - o When the Infraction was issued
  - o How the Related Entity addressed the Infraction
  - o How the Related Entity ensured the problem was minimized or would not recur

NOTE: If, in your proposal you commit to having a Subconcessioner in Year 1, and you fail to provide proof that you can provide the full complement of assets described in your proposal, either by yourself or in conjunction with the Subconcessioner(s), the NPS may determine that you do not have the requisite capacity to hold the Contract and you may not be awarded the Concession Contract.

OFFEROR (or OFFEROR-GUARANTOR(s) if the Offeror is not yet in existence as of the time of submission – list all if more than one and clearly indicate that the entity is an Offeror-Guarantor):

BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Type or Print Name)

ORIGINAL SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF BUSINESS ENTITY OFFEROR**  
(OR OF OFFEROR-GUARANTOR IF OFFEROR IS NOT YET FORMED)  
(Offerors who are individuals should skip this certificate)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the [specify one] corporation/partnership/limited liability company/joint venture named as Offeror (or Offeror-Guarantor, if applicable) herein; that I signed this proposal for and on behalf of the Offeror (or Offeror-Guarantor, if applicable), with full authority under its governing instrument(s), within the scope of its powers, and with the intent to bind the entity.

NAME OF ENTITY: \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Type or Print Name)

ORIGINAL SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PART A

**The minimum requirements for the Draft Contract are identified in this Part A of the Proposal Package. If the Offeror, in its transmittal letter, does not agree to these minimum requirements, its proposal will be considered non-responsive. (The requirements of Part B of this Proposal Package outline detailed submissions referred to in this part, as well as additional secondary selection factors.)**

**PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK.**

The Offeror agrees to comply with all terms and conditions specified in the Draft Contract, including compliance with all applicable laws, including, without limitation, environmental protection and conservation laws.

**PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES.**

The Offeror agrees to operate at the current Service approved rates during the term of the Concession Contract until such time as a new rate schedule is approved by the Service, in accordance with 16 U.S.C. § 5955.

The Offeror agrees to accept the Concession Facilities, and any assigned government personal property "as is" as required by the Draft Contract, Section 8(f).

The Offeror accepts the draft Operating Plan included as Exhibit A of the Draft Contract.

The Offeror agrees to implement an equal opportunity program.

The Offeror agrees to develop and implement an effective health and safety program (Concessioner Risk Management Program), according to the requirements of the draft Operating Plan for such programs.

**PRINCIPAL SELECTION FACTORS 3 AND 4 DO NOT HAVE SPECIFIC REQUIREMENTS FOR THIS PART A. NEVERTHELESS, INFORMATION IS REQUIRED FOR PRINCIPAL SELECTION FACTORS 3 AND 4 IN PART B. FAILURE TO PROVIDE MATERIAL INFORMATION REQUIRED THEREUNDER MAY RESULT IN AN OFFEROR BEING DEEMED NON-RESPONSIVE.**

**PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE, IF ANY, AND/OR OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR.**

The Offeror agrees to at least the minimum franchise fee of two percent (2%) of the first \$200,000 of the concessioner's annual gross receipts and three percent (3%) of all gross receipts over \$200,000 per year.

**PART B****Response Format**

For the page limits set out in these Principal Selection Factors, please note that the Service will not review or consider the information on any pages that exceed the page limitation stated, including attachments, appendices or other additional materials the Offeror submits. The Service considers text on two sides of one sheet of paper to be two pages. Offerors must use normal sized font, such as 11 or 12 point, and 1 inch margins on all sides, in the body of the proposal. Tables, charts, graphs, provided forms, and copies of sample material using less than 11 point font is acceptable. The Service would like to see clear and concise answers. A longer answer will not necessarily be considered a better answer.

**Note**

If you are currently providing commercial visitor services in Yellowstone National Park (the Area), it is important that you DO NOT assume the Service knows anything about your current operation. The Service is interested in understanding how you will conduct your operations in accordance with the Draft Contract and its Exhibits and/or how you propose to exceed minimum requirements.

**PRINCIPAL SELECTION FACTOR 1. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROTECTING, CONSERVING, AND PRESERVING RESOURCES OF THE PARK. (0-5 POINTS)****Service Objectives:**

The National Park Service objectives for protecting, conserving, and preserving the specific resources of Yellowstone National Park are as follows:

- a) Meeting or exceeding Best Available Technology (BAT) requirements for air and sound emission standards for snowmobiles and snowcoaches
- b) Preserving the natural environment of the park area, including impacts to wildlife, natural sound and air quality, geothermal resources and wilderness areas
- c) Providing education to the public regarding Area environmental protection and awareness.

**Subfactor 1(a). Cleaner and Quieter Oversnow Vehicles (OSV)**

**Using not more than eight (8) pages, including all text, pictures, graphs etc., respond to the following:**

- Provide a list of types and quantities of vehicles you will use to provide the services of the Draft Contract in year one.
- Describe your maintenance of and replacement schedule for all vehicles used in your operation.
- Describe any specific measures and timelines you will implement to reduce maximum allowable air and sound emissions beyond the requirements outlined in the Draft Operating Plan and the 2013 Final Rule for Winter Use Management in Yellowstone National Park (Appendix).
- If you plan to use a Subconcessioner(s) to provide OSV services under the Draft Contract, state how you will oversee and ensure that your Subconcessioner(s) will undertake the measures and timelines you describe above to reduce its maximum allowable air and sound emissions.

**Subfactor 1(b). Protection of the Natural Environment**

**Using not more than five (5) pages, including all text, pictures, graphs etc., describe**

- Any specific measures you will implement beyond the requirements outlined in the Draft Operating Plan to ensure your operations are conducted in a manner that will minimize your impact on wildlife and protect the natural environment of the Area.
- If you plan to use a Subconcessioner(s) to provide OSV services under the Draft Contract, how you will oversee and ensure that your Subconcessioner(s) conducts its operations in a manner that will minimize its impact on wildlife and protect the natural environment of the Area.



**Subfactor 1(c) Education to the Public**

**Using not more than five (5) pages, including all text, pictures, and graphs,** describe how you will:

- Educate your clients about Area resources, such as its cultural and natural history, and resource management challenges, for example protecting geothermal areas, conserving wildlife, avoiding the introduction and spread of invasive species, and climate change.
- Inform and/or train your guides about the topics referenced above and other environmental issues.
- Develop or help your guides develop interpretive programs appropriate for OSV tours.
- Ensure your guides' presentations are accurate and effectively delivered throughout the season.
- If you plan to use a Subconcessioner(s) to provide OSV services under the Draft Contract, state how you will oversee and ensure that your Subconcessioner(s) educates its clients about Area resources and develops or helps its guides develop interpretive programs appropriate for OSV tours.

**PRINCIPAL SELECTION FACTOR 2. THE RESPONSIVENESS OF THE PROPOSAL TO THE OBJECTIVES, AS DESCRIBED IN THE PROSPECTUS, OF PROVIDING NECESSARY AND APPROPRIATE VISITOR SERVICES AT REASONABLE RATES. (0 - 5 POINTS)**

**Service Objectives:**

The Service's objective is to ensure that Concessioners provide visitors with a consistent, high-quality, safe, educational, and enjoyable visitor experience at a reasonable rate while operating within the parameters and framework of the 2013 Final Rule for Winter Use Management in Yellowstone National Park.

**Subfactor 2(a). Quality of the Overall Visitor Experience**

**Using no more than eight (8) pages, including all text, pictures, graphs etc.,** describe how you will consistently provide visitors with high-quality, safe, educational, and enjoyable experiences by addressing the following:

- Types of tours and activities offered; include or describe specific itineraries, stopping points, personal equipment provided for visitor safety and/or comfort and food and beverages offered. If you plan to use a Subconcessioner(s) to provide OSV services under the Draft Contract, describe generally the types of tours and activities the Subconcessioner will provide.
- The skiers camp experience; include rustic accommodations, meal services, activities, and amenities to be provided.
- Methods to monitor and measure visitor satisfaction and use feedback to improve the visitor experience at the skiers camp and on all tours (whether conducted by you or your Subconcessioner(s), if applicable).

**Subfactor 2(b). Visitor and Employee Safety**

**Using no more than five (5) pages, including all text, pictures, graphs etc.,** identify the proactive measures you will implement, beyond those required by the Draft Contract and its Exhibits, to

- conduct your operations in a manner that will minimize risk to visitors and employees, and
- communicate safety policies and practices to visitors and employees. (Section L in Draft Operating Plan addresses Risk Management.)

If you plan to use a Subconcessioner(s) to provide OSV services under the Draft Contract, state how you will oversee and ensure that your Subconcessioner(s) will minimize risk to visitors and employees.

**PRINCIPAL SELECTION FACTOR 3. THE EXPERIENCE AND RELATED BACKGROUND OF THE OFFEROR, INCLUDING THE PAST PERFORMANCE AND EXPERTISE OF THE OFFEROR IN PROVIDING THE SAME OR SIMILAR VISITOR SERVICES AS THOSE TO BE PROVIDED UNDER THE CONCESSION CONTRACT. (0-5 POINTS)**

**Note to Offeror:** To assist in the evaluation of proposals under this and other selection factors, provide the following information regarding the organizational structure of the business entity that will execute the Draft Contract. This organizational structure information will not be scored for selection purposes, but may be used for assessing responses to various selection factors. If the Offeror is not yet in existence, the Offeror-Guarantor should describe its own experience and explain how such experience will carry over to the Offeror entity.

**Offeror's Organizational Structure**

Describe the entity with which the National Park Service will contract, specifying whether it is currently in existence or is to be formed. Clearly define the Offeror's relationship to all superior and subordinate entities. Identify the entity, if other than the Offeror, that has the authority to allocate funds, hire and fire management employees of the Offeror. Identify any individual or business entity that holds or will hold a controlling interest in the Offeror. If the Offeror is a limited liability company, a partnership, or a joint venture, identify and provide information about each managing member or general partner or venturer, respectively.

Submit your organizational documents (e.g., partnership agreement, articles of incorporation).

Using the appropriate Business Organization Information form (as applicable) at the end of this section, identify the Offeror and each business entity and/or individual to be involved in the management of the proposed concession operation. Use the form appropriate for your business entity or sole proprietorship and include all information necessary to make the relationship among the parties clear. When completed, the Business Organization Information form should convey the following information:

- 1) Full legal name of the Offeror and any trade name under which it proposes to do business.
- 2) The legal form of the Offeror, if other than an individual.
- 3) The name, address and, if applicable, form of business entity of all owner(s) of the Offeror, including, without limitation, all levels of parent organizations, their relationship to the Offeror, and the precise extent of their ownership interests.
- 4) The name, address and, if applicable, form of business entity of all related, subordinate, or superior business organizations and/or individuals that will have a significant role in managing, directing, operating, or otherwise carrying out the services to be provided by the Offeror. Describe in detail how these relationships will work formally and in practice. Use additional pages if the information does not fit within the forms provided.
- 5) If applicable, the length of Offeror's existence as a business entity.

**Subfactor 3(a). Organization and Personnel**

The Services is seeking Offerors that are organized and structured to carry out the responsibilities of the Draft Contract and that demonstrate a commitment to excellence by hiring personnel with the most professional experience, education, and accomplishments. **Using not more than five (5) pages, including all text, pictures, graphs, etc.,** demonstrate that your organization is structured and staffed to effectively carry out the responsibilities of the Draft Contract including utilizing the number of OSV transportation events allocated in the Draft Contract by providing the following information:

- 1) A clear description of how you will manage and execute the services contemplated under the Draft Contract. To the extent that OSV services will be provided by a Subconcessioner(s), clearly state what services will be provided by the Subconcessioner(s) and identify how you will oversee and ensure these services are provided by experienced personnel. To the extent that any support services, such as meal catering or vehicle maintenance, will be provided by an outside company, clearly identify

how you will oversee and ensure these services provide effective and timely support of your operation.

- 2) Identify the person with the full decision-making authority; identify the person who has responsibility for oversight of all environmental aspects of your operation; and identify the person that will be the primary contact for the Service regarding day-to-day operations and issues.
- 3) Provide a list of qualifications you will require of all key management personnel, administrative staff and guides and instructors. Include all relevant tasks, knowledge or positions held, including minimum number of years of experience, any training or certifications and education that you would require of these positions. Please do not include specific résumés.
- 4) Describe the efforts you will undertake to hire and to retain qualified employees at all levels within your organization.

### **Subfactor 3(b). Experience with Operations Similar to those in the Draft Contract**

The Service is particularly interested in your experience with operations that have a scope of services similar to those offered under the Draft Contract. **Using not more than five (5) pages, including all text, pictures, graphs etc.,** demonstrate your experience in providing services similar to those required in the Draft Contract by providing an example that includes the following:

- 1) Name and location of operation
- 2) Scope of services offered
- 3) Overall background and experience, including how long, the services required and authorized in the Draft Contract have been provided by this operation.

### **Subfactor 3(c). Violations or Infractions**

The Service is aware that any business may receive the occasional, notice of violation, penalty, fine, less than satisfactory public health rating, or similar regulatory notice from a federal, state, or local agency (hereinafter collectively referred to as "Infractions"). The Service is interested in understanding how your business manages these Infractions.

In responding to this subfactor, you need to consider the Offeror and all of its principals (for corporations, their executive officers, Directors, and controlling shareholders; for partnerships, their general partners; for limited liability companies, their managing members and managers, if any; and for joint ventures, each venturer) and all parent entities, subsidiaries or related entities under the primary organizational entity (such as, a parent corporation and all subsidiaries), collectively referred to as "Related Entities," that provide the same or similar services as required or authorized by the Draft Contract, whether as a principal or employee of Offeror or otherwise.

If the Offeror has not yet been formed, each Offeror-Guarantor must respond to the items in this sub-factor for itself and its Related Entities as identified above.

For each Offeror or Offeror-Guarantor, and their respective Related Entities, provide the following:

- 1) List of Infractions. Identify Infractions issued by a federal, state or local regulatory agency in the last five years. Do NOT submit copies of the Infraction report; submit in a tabular format.
  - a) The basis for the Infraction
  - b) The regulatory agency that issued the Infraction
  - c) When the Infraction was issued
  - d) How the Related Entity addressed the Infraction
  - e) How the Related Entity ensured the problem was minimized or would not recur
- 2) Describe the Related Entities you considered and explain if you excluded other Related Entities, and, if so, why.
- 3) Disclose the federal, state, and local regulatory agencies you considered in responding to this subfactor.
- 4) **Using five (5) pages or less, including all text, pictures, graphs, etc.,** describe your overall strategy to minimize infractions and how you resolve, or plan to resolve, infractions when they do occur.

**FORM 1**

<b>BUSINESS ORGANIZATION INFORMATION</b> <b>CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP</b> <b>OR JOINT VENTURE</b> <b>(PRINCIPAL SELECTION FACTOR 3)</b>
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*Complete separate form for the submitting business entity and any and all parent entities.*

<b>Name of Entity and Trade-name, if any</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID#</b>	
<b>State of Formation</b>	
<b>Date of Formation</b>	

<b>OWNERSHIP</b>	<b>PERCENTAGE OF OWNERSHIP INTERESTS</b>	<b>CURRENT VALUE OF INVESTMENT</b>
Names and Addresses of those with controlling interest and key principals of business		
Total Interests Outstanding and Type(s):		

<b>OFFICERS AND DIRECTORS OR GENERAL PARTNERS OR MANAGING MEMBERS OR VENTURERS</b>	<b>ADDRESS</b>	<b>TITLE AND/OR AFFILIATION</b>

**Attach the following:**

- Description of relationship of any and all parent entities to the Offeror with respect to funding and management.

**FORM 2****BUSINESS INFORMATION  
INDIVIDUAL\* OR SOLE PROPRIETORSHIP  
(PRINCIPAL SELECTION FACTOR 3)**

<b>Name of Individual and Tradename, if Any**</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person (if other than the Offeror)</b>	
<b>Tax ID #</b>	
<b>Years in Business (of same type as required service(s))</b>	
<b>Current Value of Business</b>	
<b>Role in Providing Concession Service(s)</b>	

\*Due to difficulties determining authority to act and ownership, the Service will not accept a proposal from spouses jointly as a purported business entity. Either one individual must serve as the Offeror or the spouses must form a corporation, partnership, or limited liability company to serve as Offeror.

\*\*If the sole proprietorship acts under a name other than that of its owner (i.e., does business as "company name"), also add the jurisdiction where the company's trade name is registered, if any.

## **Note to Offerors:**

In Principal Selection Factor 4, the National Park Service requires you to provide information by submitting documents and completing provided forms.

If you fail to provide such information, the Service may consider your proposal non-responsive.

If the Service determines your proposal non-responsive:

- **You will not be selected as the best Offeror**
- **You will not be entitled to exercise any rights you may have as a Preferred Offeror**

**PRINCIPAL SELECTION FACTOR 4. THE FINANCIAL CAPABILITY OF THE OFFEROR TO CARRY OUT ITS PROPOSAL. (0-5 POINTS)****Note to Offeror:**

*In the event the Offeror is not yet in existence, provide the information described below with respect to both the to-be-formed Offeror and the Offeror-Guarantor(s), which must unconditionally state and guarantee that the Offeror-Guarantor(s) will provide the Offeror with all funding, management and other resources that the Draft Contract requires and the proposal offers.*

*The Offeror must complete all provided forms.*

**Subfactor 4(a). Demonstrate that you have a credible, proven track record of meeting your financial obligations by providing the following.**

- 1) Complete the **Business History Information** form below.

**Business History Information Form  
(Principal Selection Factor 4 - Subfactor 4a)**

Provide business history information for the Offeror AND all parent companies. If the Offeror has not been formed yet, provide a Business History Information Form for the owner of a sole proprietorship, general partners in a partnership, members of a limited liability company, or shareholders with an ownership percentage greater than 20 percent of an S corporation.

The information provided below is for the entity:\_\_\_\_\_

1. Has the Offeror ever defaulted from or been terminated from a management or concession contract or been forbidden from contracting by a public agency or private company?

☐ YES☐ NO

If YES, provide full details of the circumstances.

2. List all Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and Work-Out/Loan Modification Transactions during the past five years. If none, indicate this. Attach an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and other documentation as appropriate.
3. Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) that, if adversely resolved, could materially impact the financial position of the Offeror.
4. Describe all lawsuits, administrative proceedings, or bankruptcy cases within the past five years that concerned the Offeror's alleged inability or unwillingness to meet its financial obligations.

**2) Complete the appropriate Financial Statements as described below:**

Financial Statements include both an Income Statement and a Balance Sheet. An income statement lists all of your income and expenses as of the last day of your most recent fiscal year. A balance sheet lists everything that you own and everything that you owe as of a certain time period.

The Service needs this information to verify there are enough funds available to be able to pay the required expenses to operate the Draft Contract and satisfy any other existing debt. If your total debt exceeds current assets, provide a narrative explaining how these debts will be paid.

By signing the Offeror's Transmittal Letter, you certify that the information you provide is complete, true, and correct.

**The Service requires all existing business entities to submit Business Financial Statements.**

Provide, at a minimum, an audited or reviewed Income Statement for the two most recent fiscal years and Balance Sheets (1) for the most recent fiscal year and (2) as of the end of the month prior to the submission of your proposal. Business Financial Statements should reflect your business as a whole, including all operations both inside and outside of the Area.

If you do not have audited or reviewed Financial Statements, complete the Most Recent Fiscal Year Balance Sheet (**Table 1**), the Most Recent Month Balance Sheet (**Table 2**), and the Historical Income Statement (**Table 3**) provided below.

**The Service requires Sole Proprietors and Offerors not yet in existence to submit Personal Financial Statements.**

Complete the Personal Financial Statements (**Table 4**) below.

If you operate as something other than a Sole Proprietorship and rely on individual(s) to finance the business, you should supply both Business and Personal Financial Statements.

This could include:

- For sole proprietors, submit a Personal Financial Statement for the owner.
- For partnerships, submit Personal Financial Statements for each general partner.
- For limited liability companies, submit Personal Financial Statements for each member.
- For S corporations, submit Personal Financial Statements for each shareholder with an ownership percentage greater than 20 percent.



**Table 1: Business Financial Statement- Most Recent Fiscal Year Balance Sheet  
For the Fiscal Year Ending:\_\_\_\_\_**

Business Financial Statement- Most Recent Fiscal Year Balance Sheet		
(Principal Selection Factor 4 - Subfactor 4a)		
1	Cash in Bank	\$
2	Accounts Receivable	\$
3	Inventory	\$
4	Other Current Assets (Describe)	\$
5	<b>Total Current Assets</b> (add lines 1-4)	\$
6	Personal Property (Equipment) Items	\$
7	Other Fixed Assets (Describe)	\$
8	(LESS Accumulated Depreciation)	\$
9	<b>Total Fixed Assets</b> (add lines 6-7, minus line 8)	\$
10	<b>Total Assets</b> (add lines 5 & 9)	\$
11	Accounts Payable	\$
12	Bank Loans Outstanding	\$
13	Loans due to Owners	\$
14	Other Current Liabilities (Describe)	\$
15	<b>Total Current Liabilities</b> (add lines 11-14)	\$
16	Long-Term Liabilities (Describe)	\$
17	<b>Total Liabilities</b> (add lines 15 and 16)	\$
18	<b>Total Net Worth</b> (line 10 minus line 17)	\$

Describe the information in lines 4, 7, 14 & 16 below:

**Table 2: Business Financial Statement- Most Recent Month Balance Sheet**  
**For the Month Ending:\_\_\_\_\_**

Business Financial Statement- Most Recent Month Balance Sheet		
(Principal Selection Factor 4 - Subfactor 4a)		
1	Cash in Bank	\$
2	Accounts Receivable	\$
3	Inventory	\$
4	Other Current Assets (Describe)	\$
5	<b>Total Current Assets</b> (add lines 1-4)	\$
6	Personal Property (Equipment) Items	\$
7	Other Fixed Assets (Describe)	\$
8	(LESS Accumulated Depreciation)	\$
9	<b>Total Fixed Assets</b> (add lines 6-7, minus line 8)	\$
10	<b>Total Assets</b> (add lines 5 & 9)	\$
11	Accounts Payable	\$
12	Bank Loans Outstanding	\$
13	Loans due to Owners	\$
14	Other Current Liabilities (Describe)	\$
15	<b>Total Current Liabilities</b> (add lines 11-14)	
16	Long-Term Liabilities (Describe)	\$
17	<b>Total Liabilities</b> (add lines 15 and 16)	\$
18	<b>Total Net Worth</b> (line 10 minus line 17)	\$

Describe the information in lines 4, 7, 14 & 16 below:

**Table 3: Business Financial Statement- Historical Income Statement**

<b>Historical Income Statement</b> <b>(Principal Selection Factor 4 - Subfactor 4a)</b>  <b>Some lines may not be used, place "N/A" in these lines.</b>  Include revenues and expenses related to the business as a whole, including any operations both inside and outside of the park.			
		<b>Year 1</b>	<b>Year 2</b>
<b>1</b>	<b>Revenues</b>		
<b>2</b>	Revenue Source 1 _____	\$ _____	\$ _____
<b>3</b>	Revenue Source 2 _____	\$ _____	\$ _____
<b>4</b>	Revenue Source 3 _____	\$ _____	\$ _____
<b>5</b>	Revenue Source 4 _____	\$ _____	\$ _____
<b>6</b>	<b>Total Revenues</b> (add lines 2-5)	\$ _____	\$ _____
<b>7</b>	<b>Cost of Sales</b>		
<b>8</b>	<b>Total Cost of Sales</b>	\$ _____	\$ _____
<b>9</b>	<b>Gross Profit</b> (line 6 minus line 8)	\$ _____	\$ _____
<b>10</b>	<b>Direct Expenses</b>		
<b>11</b>	Salaries and Wages	\$ _____	\$ _____
<b>12</b>	Payroll Taxes and Benefits	\$ _____	\$ _____
<b>13</b>	Operating Supplies	\$ _____	\$ _____
<b>14</b>	Car and Truck Expenses	\$ _____	\$ _____
<b>15</b>	Other Direct Expense 1 _____	\$ _____	\$ _____
<b>16</b>	Other Direct Expense 2 _____	\$ _____	\$ _____
<b>17</b>	<b>Total Direct Expenses</b> (add lines 11-16)	\$ _____	\$ _____
<b>18</b>	<b>Undistributed Expenses</b>		
<b>19</b>	Administrative and General	\$ _____	\$ _____
<b>20</b>	Marketing (Advertising)	\$ _____	\$ _____
<b>21</b>	Utilities	\$ _____	\$ _____
<b>22</b>	Repair and Maintenance	\$ _____	\$ _____
<b>23</b>	Other Undistributed Expense 1 _____	\$ _____	\$ _____
<b>24</b>	Other Undistributed Expense 2 _____	\$ _____	\$ _____
<b>25</b>	<b>Total Undistributed Expenses</b> (add lines 19-24)	\$ _____	\$ _____
<b>26</b>	<b>Fixed Expenses</b>		
<b>27</b>	Insurance	\$ _____	\$ _____
<b>28</b>	NPS Franchise Fee (if applicable)	\$ _____	\$ _____
<b>29</b>	Other Fixed Expense 1 _____	\$ _____	\$ _____
<b>30</b>	Other Fixed Expense 2 _____	\$ _____	\$ _____
<b>31</b>	<b>Total Fixed Expenses</b> (add lines 27-30)	\$ _____	\$ _____
<b>32</b>	<b>EBITDA*</b> (Line 9, minus lines 17, 25 & 31)	\$ _____	\$ _____
<b>33</b>	Depreciation and Amortization	\$ _____	\$ _____
<b>34</b>	Interest	\$ _____	\$ _____
<b>35</b>	<b>Net Income Before Income Taxes</b> (Line 32, minus lines 33 & 34)	\$ _____	\$ _____

\*Earnings before Interest, Taxes, Depreciation and Amortization

**Table 4: Personal Financial Statement**

<b>Personal Financial Statement (Principal Selection Factor 4 - Subfactor 4a)</b>		
<b>Name:</b>		
<b>As of Date:</b>		
<b>% Ownership:</b>		
<b>Highlight One:</b> Sole Proprietor    Partnership    Limited Liability Corporation    S Corporation		
1	Cash in Bank	\$
2	IRA and Other Retirement Accounts	\$
3	Stocks & Bonds in Taxable Accounts	\$
4	Real Estate	\$
5	Accounts and Loans Receivable	\$
6	Life Insurance (Cash Surrender Value Only)	\$
7	Automobile (Present Value Only)	\$
8	Other Personal Assets (Describe)	\$
9	<b>Total Assets</b> (add lines 1-8)	\$
10	Accounts Payable	\$
11	Bank Loans Outstanding	\$
12	Mortgage Loans Outstanding	\$
13	Other Loans Outstanding (Describe)	\$
14	Unpaid Tax Liability	\$
15	Other Liabilities (Describe)	\$
16	<b>Total Liabilities</b> (add lines 10-14)	\$
17	<b>Total Net Worth</b> (add lines 9 and 15)	\$
18	Salary	\$
19	Investment Income	\$
20	Other Income (Describe)	\$
21	<b>Total Income</b> (add lines 17-19)	\$
22	Endorsements or Guarantees	\$
23	Legal Claims & Judgments	\$
24	Other Contingent Liabilities (Describe)	\$
25	<b>Total Contingent Liabilities</b> (add lines 21-23)	\$
<b>Describe the information in lines 8, 13, 15, 20 &amp; 24 below:</b>		

- 3) Provide a CURRENT (within the last six months) and complete **Business Credit Report with a Credit Score** in the name of the Offeror from a major credit reporting company such as Equifax, Experian, TRW or Dun & Bradstreet. If the credit report includes negative information, provide a narrative explanation.

**Notes to Offeror:**

In the event the Offeror is not yet in existence or if you cannot obtain a Business Credit Report, submit Personal Credit Reports for each individual listed below. Corporations must submit a Business Credit Report:

- For sole proprietors, submit a personal Credit Report for the owner.
- For partnerships, submit a personal Credit Report for each general partner.
- For limited liability companies, submit a personal Credit Report for each member.
- For S corporations, submit a personal Credit Report for each shareholder with an ownership percentage greater than 20 percent.

**Subfactor 4(b).****Service Objectives for OSV tours:**

The Service is interested in knowing that Offerors have the capability to maximize the daily allocations specified in the Draft Contract and be able to meet present and future BAT requirements stated in the 2013 Final Rule for Winter Use Management in Yellowstone National Park. Under this Subfactor the Offeror must identify the investment necessary to obtain the equipment to maximize the use of all transportation events allocated throughout the term of the Draft Contract.

**Demonstrate your proposal is financially viable and that you understand the financial obligations of the Draft Contract by providing the following:**

**1) Personal Property**

Using **Table 5** below, list of all currently owned personal property with monetary value equal to or exceeding \$1,000 that you will use for **your operations inside of the Park** and provide an estimate of the current value. Unlike Subfactor 4a, do not include any personal property for your operations outside of the park.

Using **Table 5** below, list all of the personal property with monetary value equal to or exceeding \$1,000 that you will use for this operation and that you will acquire prior to operation.

Reference the Winter Use Final Rule in order to determine the required OSV technology standards for the vehicle personal property that is acceptable under the Draft Contract. The full text is available as an Appendix.

A successful Offeror should demonstrate it has or will have the capacity to operate the full allocation of OSV transportation events for the first year of the Draft Contract. Offerors should consider each OSV allocation when providing the list of personal property in the tables below.

The Offeror may intend to use a Subconcessioner to meet the full OSV allocation under the Draft Contract. The Concessioner should state that it plans to use a Subconcessioner to meet its full OSV allocation but at this point does not need to provide specific information beyond the commitment. If the Offeror is the successful offeror, within seven (7) days after an Offeror is notified that it has been selected for award, it must specifically identify its Subconcessioner(s), and submit the information specified in the Offeror's Transmittal Letter. This will include information about the Subconcessioner(s) personal property and start-up costs. If the selected Offeror fails to provide this information or the NPS finds that the Subconcessioner does not have the requisite capability to perform, the NPS may consider the Offeror's proposal non-responsive and another Offeror will be awarded the Contract.

**Example of Vehicle Investments by Contract\***

Investment Options By Contract Type	Option	Snowcoach (number of machines)	Snowmobiles (number of machines)
<b>Five (5) Total Transportation Events, with Max of One (1) Snowmobile Events</b>			
CC-YELL500-14	Option A	5	0
	Option B	4	7

**\*This table represents different ways an Offeror could meet the full allocation of transportation events under each Contract. The Service assumes the Concessioner is using its full allocation of snowmobiles if it is averaging 7 snowmobiles per transportation event.**

**Table 5: Personal Property to be used in the Draft Contract**

<b>Personal Property to be used in the Draft Contract (Principal Selection Factor 4 - Subfactor 4b)</b>		
Personal Property	Quantity	Value of <b>Currently Owned</b> Personal Property
		\$
		\$
		\$
		\$
<b>Total Value of Currently Owned Personal Property</b>		<b>\$</b>
Personal Property	Quantity	Value of Personal Property that <b>will be Acquired</b> Prior to Operation
		\$
		\$
		\$
		\$
<b>Total Value of Personal Property Investment</b>		<b>\$</b>

**2) Start-Up Costs**

Please estimate the start-up costs needed to begin operating the business (within the park only) and use those estimates to complete the **Table 6** below. **Only provide estimates for those items you need to acquire in order to begin operating. Do not include costs for items you already own.** For working capital (cash), estimate the amount of cash you will need to have available after purchasing the other items (please describe) in order to begin operating the business. For example, working capital would include salaries and rent you will pay before you generate income from the operations in the park.

The total "Value of Personal Property Investment that will be Acquired Prior to Operation" that you listed in the previous table should be equal to the amount you list for Personal Property in this table.

**Table 6: Start-Up Costs**

<b>Estimate of Investment Required to Begin Operations in the Draft Contract (Principal Selection Factor 4 - Subfactor 4b)</b>	
Acquisition/Investment Category	Acquisition/Investment Amount
Personal Property (Equipment)	\$
Merchandise (Inventory)	\$
Supplies	\$
Working Capital (Cash)	\$
Other (Describe)	\$
<b>Total Funds Needed</b>	<b>\$</b>
<b>Describe "Other" investment listed in the table:</b>	

**3) Operating Projections**

- a) Based on the condition of your personal property provided or purchased for the operation, attach a list of items using **Table 7**, that you will need to replace during the term of the Draft Contract. Include the anticipated year for the expenditure, the quantity of item(s) to be replaced, the description of the item(s), the approximate total value of the replacement, and how you plan to pay for the personal property replacement. (For example; cash, bank loan etc.).

If your projected expenditures for personal property investments exceeds \$1,000, provide an explanation of how you will fund the investment.

If you will not need to replace personal property during the term of the draft contract, explain your reasoning.

Add or remove years as needed.

**Table 7: Additional Personal Property Investments**

<b>Additional Personal Property Investments during the term of the Draft Contract (Principal Selection Factor 4 - Subfactor 4b)</b>				
Anticipated Year of Expenditure	Quantity	Capitalized Personal Property (Equipment) Items	Total Value	How will you fund the investment?
<b>Year 1</b>				
<b>Year 2</b>				
<b>Year 3</b>				
<b>Year 4</b>				
<b>Year 5</b>				
<b>Year 6</b>				
<b>Year 7</b>				
<b>Year 8</b>				
<b>Year 9</b>				
<b>Year 10</b>				

- b) Demonstrate that your proposal is financially feasible and that you will have a reasonable opportunity to make a profit from your business while carrying out the terms and conditions of the Draft Contract by completing the following Prospective Income Statement, **Table 8**.
- Estimate the amount of income and expenses for the proposed operation for the first year of operation. We included blank lines on the prospective income statement for your estimates for expense categories we did not list. Describe those categories on the blank lines.
  - Include only revenues and expenses related to the services required and authorized by the Draft Contract inside the park. Do not include other services you may provide outside the park. This is unlike Subfactor 4a.

Fully explain the assumptions on which you base your projections and provide sufficient details so we fully understand your assumptions. Provide revenue estimates by department, if applicable. If the projections show significantly increased revenues from the projections provided in the prospectus, please provide a full explanation of the changes.

If using a Subconcessioner, your projections may include the proposed revenues and associated expenses from the Subconcession to better explain your overall operations, but is not required to do so. If these projections are included in your proposal, please clearly distinguish between revenues and expenses that relate to the Subconcession.

**Note to Offeror:** If you are not familiar with making these types of projections, you should consult an accountant or business advisor.

***Additional Instructions for completing the Prospective Income Statement on the next page:***

Line 1: The rate method under the existing contract and the Draft Contract is by competitive market declaration. All rates must be approved by the Service. In your projections, please show revenues by departments (separate revenue activities- e.g., required snowcoach tours, snowmobile tours, and other authorized services). A chart of average\* trip costs for the visitor is provided below. Your rates may be higher or lower, however please provide information on your proposed rate structure:

Current OSV Rates:

OSV Tours from West Yellowstone	Average Cost (2013-14)
Snowmobile To Old Faithful	\$215 for single operator
Snowmobile To Old Faithful	\$240 for two people/machine
Snowmobile to Canyon	\$189 for singer operator
Snowmobile to Canyon	\$278 for two people/machine
Snowcoach To Old Faithful	\$110 per person
Snowcoach To Canyon	\$116 per person

OSV Tours from Jackson WY	Average Cost (2013-14)
Snowmobile To Old Faithful	\$265 for single operator
Snowmobile To Old Faithful	\$345 for two people/machine
Snowmobile to Canyon	\$385 for single operator
Snowmobile to Canyon	\$440 for two people/machine
Snowcoach To Old Faithful	\$280 per person
Snowcoach To Canyon	\$325 per person

\*The rates provided above are for illustrative purposes only. These are an average of the rates provided by existing snowcoach Concessioners and snowmobile CUA permittees to the Service. Offerors should use the rates they intend to charge for similar trips under the Draft Contract.



## Current Skiers Camp Rates\*:

Package length	Double Occupancy	January Rate
4 days/3 nights	\$1000/person	\$950/person
5 days/4 nights	\$1180/person	\$1125/person
8 days/7 nights	\$1575/person	\$1500/person

\* Package Rates include skier guide service, double occupancy sleeping huts with thermostat controlled heater, sleeping bags and sheets, all meals, and camp shower and cedar sauna, also includes snowcoach transportation from West Yellowstone to the Yurt Camp, and skier snowcoach shuttles to trailheads.

Line 19: Administrative and General include the costs of managing the business and may include items such as: credit card commissions; legal and accounting fees; travel, meals and entertainment; postage and printing; professional training; and telecommunications expenses, etc.

Line 27: Insurance: As required in Exhibit D of the Draft Contract

Line 32: Earnings before Interest, Taxes, Depreciation and Amortization

Table 8: Prospective Income Statement

Prospective Income Statement (Principal Selection Factor 4 - Subfactor 4b)			
If a line is marked with an asterisk, see additional notes on the previous page.			
Some lines may not be used, place "N/A" in these lines.			
Include only revenues and expenses related to the services required and authorized by the Draft Contract <b>inside the park</b> in your prospective income statement. <b>Do not</b> include other services you provide outside the park. This is <b>unlike</b> the Income Statement you provided in Subfactor 4a.			
		Year 1	Assumptions
1	<b>Revenues*</b>		
2	Revenue Source 1: Guided Interpretive OSV Transportation Events	\$	
3	Revenue Source 2: Skiers Camp	\$	
4	Revenue Source 3: Authorized Service	\$	
5	Revenue Source 4: Authorized Service	\$	
6	<b>Total Revenues</b> (add lines 2-5)	\$	
7	<b>Cost of Sales</b>		
8	<b>Total Cost of Sales</b>	\$	
9	<b>Gross Profit</b> (line 6 minus line 8)	\$	
10	<b>Direct Expenses</b>		
11	Salaries and Wages	\$	
12	Payroll Taxes and Benefits	\$	
13	Operating Supplies	\$	
14	Car and Truck Expenses	\$	
15	Other Direct Expense 1 _____	\$	
16	Other Direct Expense 2 _____	\$	
17	<b>Total Direct Expenses</b> (add lines 11-16)	\$	
18	<b>Undistributed Expenses</b>		
19	Administrative and General*	\$	
20	Marketing (Advertising)	\$	
21	Utilities	\$	
22	Repair and Maintenance	\$	

23	Other Undistributed Expense 1 _____	\$	
24	Other Undistributed Expense 2 _____	\$	
25	<b>Total Undistributed Expenses</b> (add lines 19-24)	\$	
26	<b>Fixed Expenses</b>		
27	Insurance*	\$	
28	NPS Franchise Fee	\$	
29	Other Fixed Expense 1 _____	\$	
30	Other Fixed Expense 2 _____	\$	
31	<b>Total Fixed Expenses</b> (add lines 27-30)	\$	
32	<b>EBITDA*</b> (Line 9, minus lines 17, 25 & 31)	\$	
33	Depreciation and Amortization	\$	
34	Interest	\$	
35	<b>Net Income Before Income Taxes</b> (Line 32, minus lines 33 & 34)	\$	

**Subfactor 4(c).** Demonstrate your ability to obtain the required funds for start-up costs (those set out in 4(b)(2) above) under the Draft Contract by providing credible, compelling documentation, particularly evidence from independent sources, such as bank statements, financial statements, and signed loan commitment letters. Fully explain the financial arrangements you propose, using the following guidelines:

- 1) If you will obtain funds for the start-up costs from lending institutions (banks, savings and loans, etc.), provide financing agreements or letters of commitment that include at a minimum the amount of the loan, the interest rate, the term of the loan, and any encumbrances on the loan. The financing agreements or letters of commitment must be addressed to the National Park Service from the lender on the institution's letterhead stating the amount of funds available to you at the date of the letter and at the projected effective date of the Draft Contract.
- 2) If you will obtain funds for the start-up costs from an individual or entity other than yourself, provide the following as appropriate:
  - Current bank/financial statements of the individual or entity that verify the account and account balance.
  - Signed commitment from the individual and all other parties named on the account to use the cash in the account for the purpose of funding the start-up costs of the operation.
  - Current personal financial statement certified as to accuracy and completeness by the individual submitting it.
  - Documentation of any assets to be sold.
  - Any other assurances or documents that demonstrate the funds are available.
- 3) If you will use funds for start-up costs from your personal cash balances or the sale of liquid assets (e.g., stocks), provide the following:
  - Current bank/financial statements that verify the account and account balance.
  - Signed commitment from all other parties named on the account to use the cash in the account for the purpose of funding the start-up costs of the operation.

**Note to Offerors:** The Service uses this information to verify that funds actually exist and will be available when you need them.

**PRINCIPAL SELECTION FACTOR 5. THE AMOUNT OF THE PROPOSED MINIMUM FRANCHISE FEE AND OTHER FORMS OF FINANCIAL CONSIDERATION TO THE DIRECTOR. (0-4 POINTS)**

The minimum franchise fee acceptable to the Service is two percent (2%) of the first \$200,000 of the concessioner's annual gross receipts and three percent (3%) of all gross receipts over \$200,000 per year

The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly will generally result in a higher score under this selection factor. However, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the Area and of providing necessary and appropriate visitor services to the public at reasonable rates.

The Service will not entertain a proposal that offers a flat fee.

State the amount of franchise fee you propose. Such fee must at least equal the minimum franchise fee set forth above. Express this fee as a percentage of annual gross receipts. Do not propose a tiered franchise fee in which the tier levels differ from those stated above. For example, do not propose X% on the first \$250,000 of gross receipts rather than the first \$200,000 earned each year.

\_\_\_\_\_ Percent of the first \$200,000 of annual gross receipts

\_\_\_\_\_ Percent of all annual gross receipts over \$200,000

## SECONDARY SELECTION FACTORS

**SECONDARY SELECTION FACTOR 1. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT FURTHERS THE PROTECTION, CONSERVATION, AND PRESERVATION OF THE PARK AND OTHER RESOURCES THROUGH ENVIRONMENTAL MANAGEMENT PROGRAMS AND ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ENERGY CONSERVATION, WASTE REDUCTION, AND RECYCLING. (0-3 POINTS)**

**Note to Offeror:** The subfactors for this Secondary Selection Factor focus on environmental management programs and activities that promote general environmental objectives such as waste reduction, fuel efficiency, recycling, etc. Please avoid overlap between your response here and your response to Principal Selection Factor 1.

### Environmental Stewardship

**Using not more than five (5) pages, including all text, pictures, graphs etc.,** please describe the steps, beyond those required by the Draft Contract and its Exhibits, that you will take to conserve energy resources (gasoline, oil, etc.), reduce waste, and demonstrate environmental stewardship, including recycling, environmental purchasing, reducing your carbon footprint, etc., in your operations under the Concession Contract.

**SECONDARY SELECTION FACTOR 2. THE QUALITY OF THE OFFEROR'S PROPOSAL TO CONDUCT ITS OPERATIONS IN A MANNER THAT PROVIDES FLEXIBILITY TO RESPOND TO FLUCTUATIONS IN VISITOR DEMANDS. (0-2 POINTS)**

**Note to Offeror:** This Secondary Selection Factor focuses on the concept of a more flexible concept of transportation events.

The Final Rule for Winter Use states, "Within an allowable number of transportation events, commercial tour operators have the opportunity to combine snowcoach and snowmobile trips in a way that protects park resources and provides flexibility to respond to fluctuation in visitor demand." At least for the first year of the Contract term, the Service wants to encourage operators to respond to this fluctuation in demand.

**Using not more than one (1) page, including all text, pictures, graphs etc.,** please indicate your response to the following questions.

- 1) Do you agree to offer OSV transportation events by snowmobile during the first year of the Draft Contract? (one point)
- 2) Do you agree to offer OSV transportation events by snowcoach during the first year of the Draft Contract? (one point)